

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF IDAHO (TWIN FALLS)**
**PROOF OF CLAIM**
Name of Debtor  
Vladimir Paniouchkine  
Tatyana Paniouchkine

Case Number  
99-41879

**NOTE:** This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):  
American General  
Name and Address where notices should be sent:

American General  
49700205054406902  
870 Blue Lakes Blvd. N.  
Twin Falls, ID 83301

Telephone Number:

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- ☐ Check box if you have never received any notices from the bankruptcy court in this case.
- ☐ Check box if the address differs from the address on the envelope sent to you by the court.



99-41879



1319376

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

54506902

Check here if ☐ replaces ☐ amends a previously filed claim, dated \_\_\_\_\_

**1. Basis for Claim**

- ☐ Goods sold
- ☐ Services performed
- ☒ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other

- ☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
- ☐ Wages, salaries, and compensation (fill out below)
- Your SS #: \_\_\_\_\_
- Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_
- (date) (date)

**2. Date debt was incurred:**

04/03/97

**3. If court judgment, date obtained:****4. Total Amount of Claim at Time Case Filed:**

\$1016.00

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.
**5. Secured Claim.**
☒ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- ☐ Real Estate ☐ Motor Vehicle
- ☐ Other Household Goods

Value of Collateral: \$7490.00

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ 0
**6. Unsecured Priority Claim.**

- ☐ Check this box if you have an unsecured priority claim
- Amount entitled to priority \$ \_\_\_\_\_
- Specify the priority of the claim:
- ☐ Wages, salaries, or commissions (up to \$4,300),\* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- ☐ Up to \$1,950\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ).

\*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**7. Credits:** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

**8. Supporting Documents:** Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

**9. Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

11/23/99

Brandon Fox / Manager

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U.S. DISTRICT COURT  
U.S. BANKRUPTCY COURT  
DISTRICT OF IDAHO

NOV 29 2000

M. REED  
LOGGED FILED

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 357.

Chapter 12 and 13 claims, along with any supporting must be filed in duplicate.

# American General Finance, Inc.

A Subsidiary of American General Corporation

## NOTE



**AMERICAN  
GENERAL**

ACCOUNT NUMBER <b>54406902</b>	TYPE <b>G</b>	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE						
BORROWER(S) NAME AND ADDRESS  <b>TATYANA PANIOUCHKINE 404 MARTIN ST N TWIN FALLS, ID 83301</b>				PAYEE (WE, US, OUR)  <b>AMERICAN GENERAL FINANCE, INC. 870 BLUE LAKES BLVD. NORTH STE. 4 TWIN FALLS, ID 83301</b>				
Date of Note <b>04/03/97</b>	First Payment Due Date <b>05/05/97</b>	Other Payments Due on Same Date of Each Month.	Final Payment Due Date <b>04/05/00</b>	Amount of First Payment <b>\$ 111.97</b>	Amount of Balloon Payment <b>\$ NONE</b>	Amount of Monthly Payment <b>\$ 108.00</b>	Total Number of Payments <b>36</b>	Term of Loan in Months <b>36</b>

ITEMIZATION OF AMOUNT FINANCED			
1. <b>\$NONE</b>	Premium to Life Insurance Co. (Joint Coverage)	10. Appraiser for Appraisal Fee	<b>\$NONE</b> PAID TO
2. <b>\$ 62.98</b>	Premium to Life Insurance Co. (Single Coverage)	11. Title Exam Fee/Title Insurance	<b>\$NONE</b> PAID TO
3. <b>\$NONE</b>	Premium to Disability Insurance Co. (Joint Coverage)	12. Taxes Paid to Gov't. Agency	<b>\$NONE</b>
4. <b>\$ 147.74</b>	Premium to Disability Insurance Co. (Single Coverage)	13. Abstract Fee	<b>\$NONE</b> PAID TO
5. <b>\$NONE</b>	Premium to Property Insurance Co. <b>\$NONE</b>	14. Paid on Prior Account with Lenders	<b>828.52</b>
6. <b>\$NONE</b>	Premium to Physical Damage Insurance Co. Amount of Coverage	15. Amount Paid to you or on your behalf itemized below	<b>\$ 1188.35</b>
7. <b>\$ 213.84</b>	Premium to Involuntary Unemployment Insurance Co.		\$ TO
8. <b>\$NONE</b>	Paid to Public Officials for Certificate of Title Fees		\$
9. <b>\$ 6.00</b>	Paid to Public Officials for Recording and Releasing Fees		\$
16. <b>\$ 2447.43</b>	Amount Financed (Sum of lines 1 thru 15)		\$
17. <b>\$ 1444.54</b>	FINANCE CHARGE		\$
18. <b>\$ 33.01</b>	%ANNUAL PERCENTAGE RATE		\$
19. <b>\$ 3891.97</b>	Total of Payments		\$

In this Note, the words, you, yours and your mean each and all of those who signed it as Borrower. The words we, us and our mean Payee (Creditor).

- ☐ A. Interest Bearing: If checked, you agree to pay the Principal Amount of Loan together with interest on the unpaid principal balances at the Agreed Rate of Charge set forth above. The total of the Principal Amount of Loan and such interest is to be repaid in monthly installments.
- ☒ B. Precompute: If checked, you agree to pay the Total of Payments shown which includes the Amount Financed and Charges to maturity which have been precomputed at a rate authorized by law to yield the Annual Percentage Rate set forth assuming all payments are made as scheduled.

### THE FOLLOWING APPLIES TO PRECOMPUTE LOANS ONLY:

#### DEFAULT AND DEFERMENT CHARGES:

#### REBATE FOR PREPAYMENT IN FULL:

If an installment is not paid in full within 10 days after it is due, then we may assess a default charge equal to five percent (5%) of the unpaid amount of the installment, or \$5.00 whichever is greater or a deferral charge according to the Idaho Credit Code. If you fail to pay all or part of 2 installments within 10 days of the dates they are due, we may convert this loan to one in which the Finance Charge is based on unpaid balances rebating the Finance Charge as of the date of the first delinquent installment and then making a loan finance charge as provided in the Idaho Credit Code.

The prepaid Finance Charge is fully earned by us on the date this loan is made, and is not subject to refund or rebate upon repayment. If the original term of the loan is 61 months or less, then if you prepay this loan in full (by cash, a new loan, renewal or otherwise), you will be given a credit for the unearned portion of the Interest calculated according to the Rule of 78th's. The Interest applicable for the period in which prepayment occurs is earned by us if prepayment in full occurs more than 15 days after an installment due date. If additional interest was charged for extending the due date of the first scheduled installment beyond 1 month from the Date of Note, and prepayment in full is made on or after the due date of the first installment, the first payment extension interest and the extra days that the first payment was extended beyond 1 month will be excluded in computing the unearned interest; but if prepayment in full occurs before the due date of the first scheduled installment, the earned interest for each elapsed day will be computed using 1/30th of the earned charge attributable to a first installment period of 1 month, and you will receive a refund or credit of the unearned interest. In addition, you will also receive a refund or credit of any unearned Deferral Charge. If the original term of the loan is more than 61 months, then you will receive a refund calculated according to the actuarial method. Rebates of less than \$1.00 will not be made. Unless payment in full is by renewal we may collect or retain a minimum charge of \$5.00 if the Amount Financed is \$75.00 or less, \$7.50 if the Amount Financed is more than \$75.00.

### THE FOLLOWING APPLIES TO INTEREST BEARING LOANS ONLY:

#### DEFAULT CHARGE:

If this loan is secured by real property which is or what is expected to be used as your residence, you will be charged a delinquency charge on any installment not paid within 15 days of its due date or 5% of the unpaid amount of the installment or \$10.00, whichever is greater.

### THE FOLLOWING APPLIES TO ALL LOANS:

#### DEMAND FEATURE: (if checked)

☐ Anytime after \_\_\_ year(s) from the date of this Note we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days before payment in full is due. If you fail to pay we will have the right to exercise any rights permitted under the Note, Mortgage or Trust Deed that secures this loan. If we elect to exercise this option, and the Note calls for a prepayment penalty that would be due, there will be no prepayment penalty.

#### BAD CHECK FEE:

If not prohibited by law, we may charge you a Processing Fee of up to **\$ 15.00** for any check which you give us that is dishonored by the bank.

In this Note, the words, you, yours and your mean each and all of those who signed it as Borrower.  
The words we, us and our mean Payee (Creditor).

20. \$ <u>2045.43</u>	Principal Amount of Loan (16+17A+17B)	\$ <u>159.30</u>	CUS FOR LIFE
		\$ <u>1029.05</u>	YOU

☐ A. Interest Bearing: If checked, you agree to pay the Principal Amount of Loan together with interest on the unpaid principal balances at the Agreed Rate of Charge set forth above. The total of the Principal Amount of Loan and such interest is to be repaid in monthly installments.

☒ B. Precompute: If checked, you agree to pay the Total of Payments shown which includes the Amount Financed and Charges to maturity which have been precomputed at a rate authorized by law to yield the Annual Percentage Rate set forth assuming all payments are made as scheduled.

The prepaid Finance Charge is fully earned by us on the date this loan is made, and is not subject to refund or rebate upon repayment. If the original term of the loan is 61 months or less, then if you prepay this loan in full (by cash, a new loan, renewal or otherwise), you will be given a credit for the unearned portion of the Interest calculated according to the Rule of 78th's. The Interest applicable for the period in which prepayment occurs is earned by us if prepayment in full occurs more than 15 days after an installment due date. If additional interest was charged for extending the due date of the first scheduled installment beyond 1 month from the Date of Note, and prepayment in full is made on or after the due date of the first installment, the first payment extension interest and the extra days that the first payment was extended beyond 1 month will be excluded in computing the unearned interest; but if prepayment in full occurs before the due date of the first scheduled installment, the earned interest for each elapsed day will be computed using 1/30th of the earned charge attributable to a first installment period of 1 month, and you will receive a refund or credit of the unearned interest. In addition, you will also receive a refund or credit of any unearned Deferral Charge. If the original term of the loan is more than 61 months, then you will receive a refund calculated according to the actuarial method. Rebates of less than \$1.00 will not be made. Unless payment in full is by renewal we may collect or retain a minimum charge of \$5.00 if the Amount Financed is \$75.00 or less, \$7.50 if the Amount Financed is more than \$75.00.

If this loan is secured by real property which is or what is expected to be used as your residence, you will be charged a delinquency charge on any installment not paid within 15 days of its due date or 5% of the unpaid amount of the installment or \$10.00, whichever is greater.

☐ Anytime after \_\_\_ year(s) from the date of this Note we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days before payment in full is due. If you fail to pay we will have the right to exercise any rights permitted under the Note, Mortgage or Trust Deed that secures this loan. If we elect to exercise this option, and the Note calls for a prepayment penalty that would be due, there will be no prepayment penalty.

If not prohibited by law, we may charge you a Processing Fee of up to \$ 15.00 for any check which you give us that is dishonored by the bank.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**SEE REVERSE SIDE FOR ADDITIONAL IMPORTANT TERMS AND CONDITIONS**

ACCOUNT NUMBER

54406902

## FEDERAL DISCLOSURE STATEMENT

**AMERICAN  
GENERAL**

BORROWER(S) NAME AND ADDRESS

TATYANA PANIOUCHKINE  
404 MARTIN ST N  
TWIN FALLS, ID 83301

LICENSED OFFICE: (CREDITOR)

AMERICAN GENERAL FINANCE, INC.  
870 BLUE LAKES BLVD. NORTH STE. 4  
TWIN FALLS, ID 83301

Date of Loan	First Payment Due Date	Other Payments Due on Same Date of Each Month.	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months
04/03/97	05/05/97		04/05/00	\$ 111.97	\$ NONE	\$ 108.00	36	36
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.		<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.		<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf.		<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled.		
33.01 %		\$ 1444.54		\$ 2447.43		\$ 3891.97		

**LATE CHARGE** (Precomputed loans): If an installment is not paid in full within ten (10) days after its due date, we may assess a default charge equal to five percent (5%) of the unpaid amount of the installment or \$5.00 whichever is greater. (Interest-Bearing Loans Secured by Real Property used or expected to be used as your residence): If your payment is more than 15 days past due, you will be charged 5% of the unpaid amount of the installment or \$5.00 whichever is greater.

**PREPAYMENT:** If you pay off early you:
☐ May ☒ will not have to pay a penalty.

☒ May ☐ will not be entitled to a refund of part of the finance charge.
**SECURITY:** You are giving a security interest in:
☐ The goods or property being purchased. ☐ Motor Vehicle

☒ Other CAMCORDER; HOME COMPUTER WITH SOFTWARE; TENNIS RAQUEST AND EQUIPMENT; CD PLAYER  
RADIO; SATELITE DISH; TV; AIR COMPRESSOR; ELECTRIC DRILL

☐ You are giving a security interest in your real estate located at

☐ The previous Mortgage/Deed of Trust is being retained as security on your loan.
**DEMAND:**
☐ If checked, this obligation will be payable upon demand in \_\_\_\_\_ years.
**ASSUMPTION:** Someone buying your house may not assume the remainder of the mortgage on the original terms.

**INSURANCE:** Credit life insurance, credit disability insurance, and involuntary unemployment insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost. You understand that we anticipate profits from the sale of credit insurance and you consent thereto if you select such insurance. If a rescission period applies, there is no credit insurance coverage during the three day rescission period.

Type	Premium	Signature(s)
Single Decreasing Credit Life and Single Credit Disability	\$ 210.72	I want single decreasing credit life and single credit disability insurance. Signature(s): <u>T. Paniouchkine</u> First Named Borrower _____ Second Named Borrower
Involuntary Unemployment Insurance	\$ 213.84	I want involuntary unemployment insurance. Signature: <u>T. Paniouchkine</u> First Named Borrower

**CREDIT INSURANCE (LIFE, DISABILITY AND INVOLUNTARY UNEMPLOYMENT) CANCELLATION OPTION**

**LIFE AND DISABILITY CANCELLATION:** If you desire to do so, you may, without penalty or obligation, within fifteen days from the Date of Loan set forth above, cancel, all but not part of, the credit life and disability insurance coverage by returning the credit life and disability insurance certificate received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premiums paid for this coverage will be made.

**INVOLUNTARY UNEMPLOYMENT CANCELLATION:** If you desire to do so, you may without penalty or obligation, within 30 days from the Date of Loan set forth above, cancel the involuntary unemployment insurance coverage by returning the involuntary unemployment insurance certificate received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premium paid for this coverage will be made.

**PERSONAL PROPERTY INSURANCE DISCLOSURE**

You are not required to purchase property insurance on your household goods to secure this loan. If you choose to have such insurance, you may obtain the insurance from anyone you want. You should consider any homeowner's or other insurance which you may already have when deciding to purchase insurance with this loan.

You are required to maintain property insurance on personal property securing this loan other than household goods. You may obtain such insurance from

33.01

%

1444.54

\$

2447

\$

3891.97

**LATE CHARGE** (Precomputed loans): If an installment is not paid in full within ten (10) days after its due date, we may assess a default charge equal to five percent (5%) of the unpaid amount of the installment or \$5.00 whichever is greater. (Interest-Bearing Loans Secured by Real Property used or expected to be used as your residence): If your payment is more than 15 days past due, you will be charged 5% of the unpaid amount of the installment or \$5.00 whichever is greater.

**PREPAYMENT:** If you pay off early you:

☐ May ☒ will not have to pay a penalty.

☒ May ☐ will not be entitled to a refund of part of the finance charge.

**SECURITY:** You are giving a security interest in:

☐ The goods or property being purchased.

☐ Motor Vehicle

☒ Other CAMCORDER; HOME COMPUTER WITH SOFTWARE; TENNIS RAQUEST AND EQUIPMENT; CD PLAYER RADIO; SATELITE DISH; TV; AIR COMPRESSOR; ELECTRIC DRILL

☐ You are giving a security interest in your real estate located at

☐ The previous Mortgage/Deed of Trust is being retained as security on your loan.

**DEMAND:**

☐ If checked, this obligation will be payable upon demand in \_\_\_\_\_ years.

**ASSUMPTION:** Someone buying your house may not assume the remainder of the mortgage on the original terms.

**INSURANCE:** Credit life insurance, credit disability insurance, and involuntary unemployment insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost. You understand that we anticipate profits from the sale of credit insurance and you consent thereto if you select such insurance. If a rescission period applies, there is no credit insurance coverage during the three day rescission period.

Type	Premium	Signature(s)
Single Decreasing Credit Life and Single Credit Disability	\$ 210.72	I want single decreasing credit life and single credit disability insurance. Signature(s): <u>T. Paul Duchkine</u> First Named Borrower Second Named Borrower
Involuntary Unemployment Insurance	\$ 213.84	I want involuntary unemployment insurance. Signature: <u>T. Paul Duchkine</u> First Named Borrower

### CREDIT INSURANCE (LIFE, DISABILITY AND INVOLUNTARY UNEMPLOYMENT) CANCELLATION OPTION

**LIFE AND DISABILITY CANCELLATION:** If you desire to do so, you may, without penalty or obligation, within fifteen days from the Date of Loan set forth above, cancel, all but not part of, the credit life and disability insurance coverage by returning the credit life and disability insurance certificate received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premiums paid for this coverage will be made.

**INVOLUNTARY UNEMPLOYMENT CANCELLATION:** If you desire to do so, you may without penalty or obligation, within 30 days from the Date of Loan set forth above, cancel the involuntary unemployment insurance coverage by returning the involuntary unemployment insurance certificate received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premium paid for this coverage will be made.

### PERSONAL PROPERTY INSURANCE DISCLOSURE

You are not required to purchase property insurance on your household goods to secure this loan. If you choose to have such insurance, you may obtain the insurance from anyone you want. You should consider any homeowner's or other insurance which you may already have when deciding to purchase insurance with this loan.

You are required to maintain property insurance on personal property securing this loan other than household goods. You may obtain such insurance from anyone you want, or provide it through an existing policy with loss payable to us. If you purchase property insurance through us, you will have 15 days from the date of purchase to cancel the insurance and receive a full refund of the premium. A portion of the premium will be retained by the insurer if cancellation occurs more than 15 days from the date of the loan. To cancel you will return your policy/certificate or make a written request to this office.

If you get property insurance from or through us, it will be for a term of 0 months and you will pay \$ NONE. You also understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from the sale of insurance.

You want property insurance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If you get physical damage insurance from or through the Creditor it will be for a term of 0 months and you will pay \$ NONE.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties, if any.

You have received a copy of this Federal Disclosure Statement.

T. Paul Duchkine  
First Named Borrower

4.3.97  
Date

\_\_\_\_\_  
Second Named Borrower (if Applicable)

\_\_\_\_\_  
Date

# SECURITY AGREEMENT (CHattel MORTGAGE)



**AMERICAN  
GENERAL**

ACCOUNT NUMBER <b>54406902</b>		TYPE <b>G</b>	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE					
MORTGAGOR(S) - DEBTOR(S) (NAMES & ADDRESS)  <b>TATYANA PANIOUCHKINE 404 MARTIN ST N TWIN FALLS, ID 83301</b>				SECURED PARTY - MORTGAGEE  <b>AMERICAN GENERAL FINANCE, INC. 870 BLUE LAKES BLVD. NORTH STE. 4 TWIN FALLS, ID 83301</b>				
Date of Note and this Mtg	First Payment Due Date	Other Payments Due on Same Date of Each Month	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months
<b>04/03/97</b>	<b>05/05/97</b>		<b>04/05/00</b>	<b>\$ 111.97</b>	<b>\$ NONE</b>	<b>\$ 108.00</b>	<b>36</b>	<b>36</b>
ANNUAL PERCENTAGE RATE <b>33.01 %</b>		FINANCE CHARGE <b>\$ 1444.54</b>		AMOUNT FINANCED <b>\$ 2447.43</b>		TOTAL OF PAYMENTS <b>\$ 3891.97</b>		

KNOW ALL MEN BY THESE PRESENTS that the below named Mortgagor(s) hereby mortgages and pledges to the Mortgagee hereinabove named, (a) that certain motor vehicle(s) described herein, together with all equipment and accessories thereunto now and hereafter attached and/or (b) the hereinafter described personal property, situated at the address where Mortgagor now resides, as set forth in the hereinafter mentioned promissory note, as security for the payment of a promissory note in the amount, date and terms stated above, subject to acceleration in time of payment in event of failure of Mortgagor to keep and perform certain conditions, provisions and stipulations therein and herein contained. Reference is hereby made to said promissory note now on file in the office of Mortgagee for the particular provisions thereof. This mortgage shall also secure any obligations given by Mortgagor to Mortgagee, and any future advances; and for any further indebtedness which shall hereafter be owing to Mortgagee by Mortgagor; it is contemplated by the parties hereto that future advances may be made which shall be secured by the herein described property and by virtue thereof this mortgage is given as security, and as security for the performance by Mortgagor of each of the covenants and conditions set forth below.

The conditions of this mortgage are as follows:

To secure payment of all sums due hereunder and under any other obligation given by Mortgagor to Mortgagee, Mortgagor does hereby grant, convey and mortgage unto said Mortgagee the herein described property to have and to hold the same forever, provided that if said Mortgagor shall fully pay said Mortgagee all sums due in cash and shall keep and truly perform all agreements and covenants herein, this mortgage shall be void, otherwise to remain in full force and effect. Mortgagor warrants that the title of said property is vested in Mortgagor free of all liens and encumbrances. This chattel mortgage is given as security for money advanced.

Mortgagor shall keep said property free from all attachments, executions, liens, taxes and encumbrances, shall not use the same nor permit it to be used illegally, for hire, or in any contest, and shall not remove the automobile from this state or remove the herein describe furniture from the address where located on this date without the Mortgagee's written permission. Neither loss of nor injury to said property shall relieve Mortgagor from his obligations hereunder. Mortgagee, or the holder of this mortgage, is expressly given the right to go on public or private property in enforcing any of Mortgagee's rights hereunder without the same in any manner constituting a trespass against the Mortgagor(s) herein; consent to such entering by Mortgagee on public or private property is expressly given by Mortgagor(s).

The property described herein shall be at the Mortgagor's risk and Mortgagor shall procure and maintain for the term hereof insurance against a physical damage risks at Mortgagor's expense all in such form and for such amount as Mortgagee may legally require, the proceeds thereof to be payable to the Mortgagor and Mortgagee as their interests shall appear. In the event Mortgagor does not secure or maintain such insurance as Mortgagee may legally require to be in effect for the term hereof, the Mortgagee may declare this instrument in default or as creditor of the Mortgagor may purchase such insurance effective from the beginning of the term hereof and at any time, and from time to time thereafter, although nothing herein contained shall impose upon the Mortgagee the duty so to do and Mortgagee may add the cost thereof to Mortgagor's indebtedness secured by this instrument; and the Mortgagor agrees to reimburse the Mortgagee for the actual cost of such insurance to the extent the same is not included in Mortgagor's indebtedness owing to Mortgagee, the amount of such reimbursement together with interest thereon at an annual percentage rate equivalent to that charged on Mortgagor's indebtedness to constitute an additional obligation of the Mortgagor hereunder and to be paid in equal installments over the term of the insurance. Nothing contained herein shall be construed to require you to obtain or maintain insurance on household goods.

Mortgagor grants Mortgagee a security interest in any unearned premiums from any insurance Mortgagor has elected and purchased through Mortgagee in connection with this transaction which protects the account or collateral. Mortgagor grants Mortgagee the right, but not the obligation, to cancel such policies in the event of Mortgagor's default, subject to any applicable restrictions under state law. If Mortgagee cancels the insurance, any unearned premium will be credited to this account or refunded to Mortgagor.

In the event the Mortgagor defaults in payment or fails to comply with any conditions of this mortgage, or defaults in any term or condition of any other obligation, agreement or indebtedness owing to Mortgagee (or holder), or a proceeding in bankruptcy, receivership or insolvency be instituted against the Mortgagor or his property, then and in any of such events, this mortgage at the election of Mortgagee (or holder) shall be deemed in default and the full principal amount of this loan and earned charges shall immediately become due and payable, and upon any such default the Mortgagee or any officer of the law may take immediate possession of said property, including any equipment or accessories thereto, without legal process, without demand (possession after default being unlawful), and for this purpose the Mortgagee may enter upon the premises without legal process, without demand (possession after default being unlawful), and for this purpose the Mortgagee may enter upon the premises where said property may be and remove same without such act in any manner constituting a trespass. The Mortgagee shall have the rights, remedies, and duties, and this mortgage may be foreclosed in such manner, as may be permitted or required under Article 9 of the Uniform Commercial Code. If required by the Mortgagee, the Mortgagors shall assemble the whole or such part of the described mortgaged property as may be designated by the Mortgagee and make such property available to the Mortgagee at the Mortgagor's residence or at any other place designated by the Mortgagee which is reasonably convenient to both parties. In case of deficiency the Mortgagor shall pay the same with interest at the highest lawful contract rate. Time is of the essence of this promissory note and mortgage and acceptance by the Mortgagee of any payment required hereunder, after the same is due, shall not constitute a waiver of this or any other provision of this mortgage.

Mortgagors, where authorized by law hereby assign to the Mortgagee any moneys not in excess of the unpaid balance of indebtedness which this instrument secures which may become payable under such other insurance including return on unearned premiums, and directs any insurance company to make payment directly to Mortgagee to be applied to said unpaid indebtedness and hereby appoints Mortgagee as attorney-in-fact to endorse any draft. In the event of default under the terms of this instrument, Mortgagee is authorized to cancel said insurance and credit any premium refund received against such unpaid indebtedness. All policies may be retained by Mortgagee. Any insurance collected by Mortgagee may be applied at Mortgagee's option to the repair and restoration of said property, or upon the indebtedness of Mortgagor. Mortgagor agrees to repay Mortgagee on demand any payment made by Mortgagee preserving or protecting the lien of this mortgage against attachments, executions, and other claims of lien, Mortgagor shall pay all filing fees and state stamp taxes.

Mortgagor authorizes the Mortgagee at Mortgagor's expense to execute and file on Mortgagor's behalf a financing statement or statements or continuations thereof.

KNOW ALL MEN BY THESE PRESENTS that the below named Mortgagor(s) hereby mortgages and pledges to the Mortgagee hereinabove named, (a) that certain motor vehicle(s) described herein, together with all equipment and accessories thereunto now and hereafter attached and/or (b) the hereinafter described personal property, situated at the address where Mortgagor now resides, as set forth in the hereinafter mentioned promissory note, as security for the payment of a promissory note in the amount, date and terms stated above, subject to acceleration in time of payment in event of failure of Mortgagor to keep and perform certain conditions, provisions and stipulations therein and herein contained. Reference is hereby made to said promissory note now on file in the office of Mortgagee for the particular provisions thereof. This mortgage shall also secure any obligations given by Mortgagor to Mortgagee, and any future advances; and for any further indebtedness which shall hereafter be owing to Mortgagee by Mortgagor; it is contemplated by the parties hereto that future advances may be made which shall be secured by the herein described property and by virtue thereof this mortgage is given as security; and as security for the performance by Mortgagor of each of the covenants and conditions set forth below:

The conditions of this mortgage are as follows:

To secure payment of all sums due hereunder and under any other obligation given by Mortgagor to Mortgagee, Mortgagor does hereby grant, convey and mortgage unto said Mortgagee the herein described property to have and to hold the same forever, provided that if said Mortgagor shall fully pay said Mortgagee all sums due in cash and shall keep and truly perform all agreements and covenants herein, this mortgage shall be void, otherwise to remain in full force and effect. Mortgagor warrants that the title of said property is vested in Mortgagor free of all liens and encumbrances. This chattel mortgage is given as security for money advanced.

Mortgagor shall keep said property free from all attachments, executions, liens, taxes and encumbrances, shall not use the same nor permit it to be used illegally, for hire, or in any contest, and shall not remove the automobile from this state or remove the herein describe furniture from the address where located on this date without the Mortgagee's written permission. Neither loss of nor injury to said property shall relieve Mortgagor from his obligations hereunder. Mortgagee, or the holder of this mortgage, is expressly given the right to go on public or private property in enforcing any of Mortgagee's rights hereunder without the same in any manner constituting a trespass against the Mortgagor(s) herein; consent to such entering by Mortgagee on public or private property is expressly given by Mortgagor(s).

The property described herein shall be at the Mortgagor's risk and Mortgagor shall procure and maintain for the term hereof insurance against all physical damage risks at Mortgagor's expense all in such form and for such amount as Mortgagee may legally require, the proceeds thereof to be payable to the Mortgagor and Mortgagee as their interests shall appear. In the event Mortgagor does not secure or maintain such insurance as Mortgagee may legally require to be in effect for the term hereof, the Mortgagee may declare this instrument in default or as creditor of the Mortgagor may purchase such insurance effective from the beginning of the term hereof and at any time, and from time to time thereafter, although nothing herein contained shall impose upon the Mortgagee the duty so to do and Mortgagee may add the cost thereof to Mortgagor's indebtedness secured by this instrument; and the Mortgagor agrees to reimburse the Mortgagee for the actual cost of such insurance to the extent the same is not included in Mortgagor's indebtedness owing to Mortgagee, the amount of such reimbursement together with interest thereon at an annual percentage rate equivalent to that charged on Mortgagor's indebtedness to constitute an additional obligation of the Mortgagor hereunder and to be paid in equal installments over the term of the insurance. Nothing contained herein shall be construed to require you to obtain or maintain insurance on household goods.

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In the event the Mortgagor defaults in payment or fails to comply with any conditions of this mortgage, or defaults in any term or condition of any other obligation, agreement or indebtedness owing to Mortgagee (or holder), or a proceeding in bankruptcy, receivership or insolvency be instituted against the Mortgagor or his property, then and in any of such events, this mortgage at the election of Mortgagee (or holder) shall be deemed in default and the full principal amount of this loan and earned charges shall immediately become due and payable, and upon any such default the Mortgagee or any officer of the law may take immediate possession of said property, including any equipment or accessories thereto, without legal process, without deemed (possession after default being unlawful), and for this purpose the Mortgagee may enter upon the premises without legal process, without demand (possession after default being unlawful), and for this purpose the Mortgagee may enter upon the premises where said property may be and remove same without such act in any manner constituting a trespass. The Mortgagee shall have the rights, remedies, and duties, and this mortgage may be foreclosed in such manner, as may be permitted or required under Article 9 of the Uniform Commercial Code. If required by the Mortgagee, the Mortgagors shall assemble the whole or such part of the described mortgaged property as may be designated by the Mortgagee and make such property available to the Mortgagee at the Mortgagor's residence or at any other place designated by the Mortgagee which is reasonably convenient to both parties. In case of deficiency the Mortgagor shall pay the same with interest at the highest lawful contract rate. Time is of the essence of this promissory note and mortgage and acceptance by the Mortgagee of any payment required hereunder, after the same is due, shall not constitute a waiver of this or any other provision of this mortgage.

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Mortgagor authorizes the Mortgagee at Mortgagor's expense to execute and file on Mortgagor's behalf a financing statement or statements or continuations thereof necessary to protect our security interest in the Collateral.

Description of Mortgaged Property now located in or about Mortgagor's premises at the residence set forth above [in addition to the Motor Vehicle(s)], if any, described herein:

All property listed as security in a certain Federal Disclosure Statement executed by and delivered to the Mortgagor(s) on even date.

Year	Make	Model	Body Type	Vehicle Identification No.	N-U	No. Cyls.

All of the covenants and obligations herein contained shall be considered joint and several covenants and obligations of each maker and co-maker hereof.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hands and seals on the day written above.

ACCEPTED

SIGNED

AMERICAN GENERAL FINANCE, INC.

*T. Parvouchkine*

Name of Secured Party

(SE)

BY

*[Signature]*  
Its Agent  
Secured Party

Mortgagors

(SE)